

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. CONTRACT ID CODE	PAGE OF PAGES 1 10
2. AMENDMENT/MODIFICATION NO. 0014	3. EFFECTIVE DATE 7-24-2000	4. REQUISITION/PURCHASE REQ. NO. A76SIA-D000-SS01	5. PROJECT NO. (If applicable)	
6. ISSUED BY CODE	DAAA09	7. ADMINISTERED BY (If other than Item 6) CODE		
HQ, OPERATION SUPPORT COMMAND ATTN: AMSOS-CCI BLDG 350, 5TH FLOOR, MIDDLE BAY ROCK ISLAND, IL 61299-6000				
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(√) 9A. AMENDMENT OF SOLICITATION NO. DAAA09-99-R-2067		
		X 9B. DATED (SEE ITEM 11) 8 NOVEMBER 1999		
		10A. MODIFICATION OF CONTRACTS/ORDER NO.		
		10B. DATED (SEE ITEM 13)		
CODE	FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☒ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☒ is extended, ☐ is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(√) A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☐ is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

SEE ATTACHED INFORMATION

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY _____	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

1. Revise Section L in its entirety (see web site for replacement section).
2. Revise Section M in its entirety (see web site for replacement section).
3. The following clauses are added:

A. Add the following reference clauses:

Section E:

252.246-7000 Material Inspection and Receiving Report (Dec 1991)

Section H:

252.247-7023 Transportation of Supplies By Sea (Nov 1995)

Section I:

52.211-5 Material Requirements (Oct 1997)

52.215-14 Integrity of Unit Price (Oct 1997)

52.215-15 Pension Adjustment and Right-To-Know
Information (Dec 1998)

52.225-10 Notice of Buy American Act/Balance of Payments
Program Requirement - Construction Materials
(Feb 2000)

52.236-5 Material Workmanship (Apr 1984)

52.245-2 Government Property (Fixed Price Contracts) (Dec 1989)

52.245-4 Government Furnished Property (Short-Form) (Apr 1984)

52.251-1 Alt 1 Government Supply Sources Alt 1 (Apr 1984)

252-0225-7009 Duty-Free Entry - Qualifying Country Supplies
(End Products and Components) (Mar 1998)

252-0225-7010 Duty-Free Entry- Additional Provisions (Mar 1998)

252.243-7002 Request For Equitable Adjustment (Mar 1998)

252.248-7000 Preparation of Value Engineering Change
Proposal (May 1994)

B. Add the following full text clauses:

Section E:

E-1. PERFORMANCE REQUIREMENTS SUMMARY (PRS)

A. The purpose of the PRS is to:

(1) List those contract requirements and standards which are considered most critical to performance of the contract.

(2) Show the maximum allowable degree of deviation that the Government will allow before performance will be considered unsatisfactory.

(3) Explain how the Government intends to conduct surveillance of the PA's performance.

B. The format of the PRS is as follows:

(1) REQUIRED SERVICE: This column lists the major work performance requirements. It does not list all performance requirements of the contract. The absence of any contract requirement from the PRS shall not detract from its enforceability nor limit the rights or remedies of the government under any other provision of the contract, including the clauses entitled "Inspection of Services" and "Default". The PA shall perform all requirements stated in or referred to in the contract regardless of whether the requirements are listed in the PRS.

(2) PARAGRAPH NUMBER: This column lists the paragraph numbers in the PWS that specify the work performance requirements for each required service.

(3) STANDARD: This column lists the primary performance standards for the required services. Standards that are not listed in the PRS but are contained in the PWS are applicable to the required services and are subject to surveillance for evaluation purposes. The PA shall meet all standards of the contract.

(4) MAXIMUM ALLOWABLE DEGREE OF DEVIATION FROM REQUIREMENT (AQL): This column describes the service lot and the lot size for each required service. It also lists the acceptable quality level (AQL) for the service lots. The AQL is the maximum number or percent of defects or defectives that is considered satisfactory for each service lot before the Government will reject the lot. If the service complies with the contractual requirements, then that service will be considered acceptable. If the service does not comply with contractual requirements, then that service will be considered unacceptable and will be counted when determining whether the AQL has been exceeded. Regardless of whether a service lot is acceptable or unacceptable, all individual services within the lot that fail to comply with contract requirements shall be reperfomed to the extent possible by the PA as directed by the Government until contract requirements are met.

(5) METHOD OF SURVEILLANCE: This column lists the normal methods of surveillance to be used by the Government to evaluate the performance of the required services. The Government may unilaterally alter it's method, level, or frequency of inspection at any time. Altering the method, level, or frequency of surveillance will not entitle the PA to an equitable adjustment of the contract terms, estimated costs, or

fees. The following are the primary, normal methods of surveillance to be used by the Government:

(a) Random Sampling allows the Government to monitor a small sample size and compare those results to the entire population of the service lot. Random sampling will be conducted IAW ANSI/ASQC Z1.4.

(b) Planned Sampling is designed to inspect part but not all of the service lot population. Work outputs are selected in accordance with criteria established in the Government Quality Assurance Surveillance Plan. Because the outputs are not selected randomly per ANSI/ASQC Z1.4, comparisons of the sample to the entire service lot population cannot be made as is done under random sampling.

(c) One Hundred Percent Inspection (100%) provides for the inspection of all work units making up the service lot population.

(d) Customer Complaints is the use of input from the customers of the required services. Complaints will be evaluated for validity by the Government. Validated customer complaints will result in an individual service being classified as defective and counted in evaluating the acceptability of the service lot.

(6) PROPORTION OF REQUIRED SERVICE TO TOTAL CONTRACT PRICE: This column is to be completed by the PA at the time of proposal. It reflects the percentage of total CLIN price each required service represents. These percentages may be adjusted by the Government throughout the contract, if necessary, to reflect current proportional prices. This percentage is the maximum deduction percentage of total CLIN price for each required service if the AQL is exceeded for that service lot. Percentages within each CLIN shall add up to 100%.

E-2. PERFORMANCE CRITERIA.

Acceptable and unacceptable contract performance will be determined as follows:

The Government will use the lot size, sample size, and Acceptable Quality Level to determine the maximum number or percentage of defects/defectives that can be identified before a PA's performance is considered to be unsatisfactory. When the percentage or number of the defects/defectives identified in the PA's performance exceeds the allowable number/percentage of defects/defectives for a required service lot, the PA shall be required to respond to a Contract Discrepancy Report. The PA shall be required to explain in writing why performance was unsatisfactory, how performance will be returned to acceptable levels, and how a recurrence of the problem shall be prevented in the future. In accordance with the Government Actions Section of the CDR, the PA may not be paid for that portion of performance determined to be unsatisfactory.

(End of provision)

Section F:

252.225-7008 Supplies to be Accorded Duty-Free Entry. (Mar 1998)

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract, in addition to duty-free entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act--Trade Agreements--Balance of Payments Program clause or the Buy American Act--North American Free Trade Agreement Implementation Act--Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

(End of clause)

Section H:

H.18. INSURANCE REQUIREMENTS

The following insurance is required as a minimum in accordance with Federal Acquisition Regulation 52.228-5; Insurance Work on a Government Installation contained in Section I:

(a) Legally required Insurance: Where certain laws apply such as state Laws government Workers' Compensation and employer's liability coverage, etc., the contractor, prior to commencement of work, shall furnish the Contracting Officer a written statement that such laws have been complied with and that compliance will continue throughout the period of contract performance. Employer's liability coverage of at least \$100,000 shall be required.

(b) Comprehensive General Liability and Automobile Liability:

	Each Person	Per Occurrence	Property Damage
Comprehensive General Liability		\$500,000.00	None
Automobile Liability	\$200,000.00	\$500,000.00	\$20,000.00

A certificate of insurance, showing that the required amounts of insurance have been obtained, will be furnished. Special attention is directed to the cancellation notice of the insurance certificate. The cancellation statement must state:

"In the event that this policy is canceled or any material change in the policy is made that would adversely effect the interest of the Government, such change or cancellation shall not be effective for such period as may be prescribed by the laws of the state in which this contract is to be performed and in no event sooner than thirty (30) days after written notice thereof to the Contracting Officer"

H.19. LIABILITY FOR LOSS OR DAMAGE

In consideration of the promises and agreements contained herein, the contractor agrees to indemnify to Government against all action, proceedings, claims, demands, costs, damages, and expenses, include attorney's fees, by reason of any suite or action brought for any actual or alleged injury to, or death of any person or damage to property including that property furnished by the government for use of the Contractor, resulting from the performance of service as contracted for herein.

H.20. CONFORMANCE OF LABOR CATEGORIES

Labor categories not listed on a Department of Labor (DOL) wage determination must be conformed in accordance with applicable DOL regulations and subject to DOL review and acceptance. Risks associated with incorrect conformance are borne by the contractor. If DOL determines that the conformed rate is incorrect and required is higher rate to be paid, the contractor will not be entitled to compensation for the base year or the option years. Application of FAR 52.222-43 at the time of option exercise is limited to increase in labor categories initially included on the wage determination increases in the conformed rate approved by DOL. For example, a labor category is conformed at \$6.00 an hour and the LOL review established \$8.00 an hour as the correct rate. No increase in entitlement is due for the base year. At the time of option exercise, the new wage determination provides for \$8.40 for that labor category. Entitlement at the time of option exercise would be the increase of \$.40 required by the wage determination or \$6.40. The contingency of an incorrect conformance is not a contingency within the meaning of FAR 52.222-43.

H.21. UNAUTHORIZED INSTRUCTIONS FROM GOVERNMENT PERSONNEL

The contractor will not accept any instructions issued by any person employed by the US Government or otherwise, other than the Contracting Officer, or Contracting Officer's Representative (COR) acting within the limits of his authority. COR will be designated in writing to the Contractor and the scope of his authority will be set forth therein.

H.22. PROPRIETARY DATA

The parties mutually agree, should the Contractor pursuant to this contract, obtain access to propriety data owned by private commercial organizations other than the parties to this contract, the Contractor will agree with the owners thereof to protect such proprietary data from unauthorized use or disclosure so long as the data remains proprietary.

H.23. CLASSIFIED INFORMATION

The contractor will not use any electrical information processing equipment in his possession for the purpose of processing or

transmitting classified information under this contract without the written permission of the Contracting Officer.

H.24. CLASSIFICATION

The document is not classified; however, the classification of the work to be performed and the items to be delivered under this contract shall be determined and handled in accordance with the Contract Security Classification Specification, DD Form 254, pertaining to this contract. If necessary, the Contractor may consult the Contracting Officer to determine the proper classification.

H.25. INCONSISTENCY BETWEEN CLAUSES AND PROVISIONS IN PERFORMANCE WORK STATEMENTS

In the event of an inconsistency between a Performance Work Statement provision and standard FAR/AFAR Clause, the standard FAR/AFAR Clause will govern.

H.26. INTERPRETATION OF CONTRACT: NOTICE OF AMBIGUITIES

A. The written contract and any and all identified writings or documents incorporated by reference herein or physically attached hereto constitute the parties' complete agreement and no other prior or contemporaneous agreements either written or oral shall be considered to change, modify or contradict it. Any ambiguity in the contract will not be strictly construed against the drafter of the most reasonable interpretation under the circumstances, giving full consideration to the intentions of the parties at the time of the contracting.

B. It shall be the obligation of the Contractor to exercise due diligence to discover and to the attention of the Contracting Officer at the earliest possible time any ambiguities, discrepancies, inconsistencies, or conflicts in or between the specification and the applicable drawings or other documents incorporated by reference herein. Failure to comply with such obligation shall be deemed a waiver and release of any and all claims for extra costs or delays arising out of such ambiguities, discrepancies, inconsistencies, and conflicts.

H.27. CANCELLATION OF SERVICES

Due to the changing defense environment, the Government reserves the right to down-scope the PWS as required. This may be in the form of general reductions across the board or it may be in the form of cancellation of whole areas of support required. All reductions of effort shall be negotiated with the Contractor for a reduction of funds. The Government agrees to provide the contractor with a 30 calendar day notice for all "whole-function" cancellations.

H.28. MARKING

All reports and/or documents and materials to be delivered under the contract shall be submitted with a letter of transmittal

identifying the Contract Number and the Performance Work Statement paragraph number and title or description of data.

H.29. RIGHT OF FIRST REFUSAL FLOW-DOWN

Contract clause FAR 52.207-3, Right of First Refusal, shall be a flow-down requirement for all subcontractors.

H.30. NOTICE OF COLLECTIVE BARGAINING AGREEMENT

The contractor shall provide the Contracting Officer a copy of any collective bargaining agreements applicable to employees performing under this contract.

Section K:

52.204-3 Taxpayer Identification. (Oct 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

* TIN: _____.

* TIN has been applied for.

* TIN is not required because:

* Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

* Offeror is an agency or instrumentality of a foreign government;

* Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

- * Sole proprietorship;
- * Partnership;
- * Corporate entity (not tax-exempt);
- * Corporate entity (tax-exempt);
- * Government entity (Federal, State, or local);
- * Foreign government;
- * International organization per 26 CFR 1.6049-4;
- * Other _____.

(f) *Common parent.*

* Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

* Name and TIN of common parent:

Name _____

TIN _____

(End of Provision)

52.215-6 Place of Performance. (Oct 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, _____ intends, _____ does not intend [**check applicable block**] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance Name and Address of Owner
(Street Address, City, and Operator of the Plant
State, County, Zip Code) or Facility if Other than
Offeror or Respondent

(End of Provision)

**252.225-7000 Buy American Act--Balance of Payments Program Certificate.
(SEP 1999)**

(a) *Definitions.* "Domestic end product," "qualifying country," "qualifying country end product," and "non-qualifying country end product" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.* Offers will be evaluated by giving preference to domestic end products and qualifying country end products over non-qualifying country end products.

(c) *Certifications.*

(1) The Offeror certifies that-

- (i) Each end product, except those listed in paragraphs
- (c) (2) or (3) of this provision, is a domestic end product;
- and

- (ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.
- (2) The Offeror certifies that the following end products are qualifying country end products:

Qualifying Country End Products

Line Item Number

Country of Origin

(List only qualifying country end products.)

- (3) The Offeror certifies that the following end products are non-qualifying country end products:

Non-qualifying Country End Products

Line Item Number

Country of Origin (If
known)

(End of provision)

252.225-7003 Information for Duty-Free Entry Evaluation.
(MAR 1998)

- (a) Does the offeror propose to furnish-
- (1) A domestic end product with nonqualifying country components for which the offeror requests duty-free entry; or
 - (2) A foreign end product consisting of end items, components, or material of foreign origin other than those for which duty-free entry is to be accorded pursuant to the Duty-Free Entry--Qualifying Country Supplies (End Products and Components) clause or, if applicable, the Duty-Free Entry--Eligible End Products clause of this solicitation?
- Yes () No ()
- (b) If the answer in paragraph (a) is yes, answer the following questions:
- (1) Are such foreign supplies now in the United States?
Yes () No ()
 - (2) Has the duty on such foreign supplies been paid?
Yes () No ()
 - (3) If the answer to paragraph (b) (2) is no, what amount is included in the offer to cover such duty?
\$ _____
- (c) If the duty has not been paid, the Government may elect to make award on a duty-free basis. If so, the offered price will be reduced in the contract award by the amount specified in paragraph (b) (3). The Offeror agrees to identify, at the request of the Contracting Officer, the foreign supplies which are subject to duty-free entry.

(End of provision)

4. The time and date for receipt of proposals is extended to 1400 CST
08 August 2000.

5. This completes amendment 14 and all other terms and conditions
remain the same.